

JPA File No.: 05-120
AG Contract No.: KR05-1176TRN
Project No.: HRF-BUL-0-823
Project: Bullhead Parkway Widening
Section: Locust Drive-SR 95
TRACS No.: HF120 01C
Budget Source Item No.: HURF

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD CITY

THIS AGREEMENT is entered into this date December 23, 2005, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD CITY, acting by and through its MAYOR and CITY COUNCIL the ("CITY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-334 and § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has approved the exchange of Highway User Revenue Funds (HURF) pursuant to the amounts and schedule shown in column D of the table below for widening the North end of the Bullhead Parkway from Locust Boulevard to State Route (SR) 95, making the two-lane section into four lanes. Such funds shall be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG), Federal Apportionment and corresponding Obligation Authority as shown in column B and C in the table below. All such transactions to be made in accordance with the schedule shown in column A.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27895

Filed with the Secretary of State

Date Filed: 12/23/05

Jenise K. Hansen
Secretary of State

By: [Signature]

A Federal Fiscal Year to be Processed	B STP Apportionment to be Charged to WACOG	C STP Obligation Authority to be Charged to WACOG	D HURF Funds to be Transferred to WACOG
FFY 2005	\$348,826.00	\$360,000.00	\$324,000.00
Total	\$348,826.00	\$360,000.00	\$324,000.00

II. SCOPE OF WORK

1. The City shall:

a. Provide design plans, specifications and other such documents and services required for construction bidding and construction of widening the North end of the Bullhead Parkway from Locust Boulevard to SR 95, making the two-lane section into four lanes.

b. Be responsible for any contractor claims required for design of the project for extra compensation due to delays or whatever reason attributable to the City.

c. Advertise for bids and award one or more construction contracts for the Project. Administer contracts for the project and make all payments to the contractor(s). Be responsible for any contractor claims required to complete the project for extra compensation due to delays or whatever reason attributable to the City. Comply with all applicable State Laws, Rules and Regulations.

d. Invoice the State for thirty percent (30%) of the cost of construction upon award of the construction project. Total payment by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2005 in which the billing is made.

e. Invoice the State for 30% of the cost of construction when the project reaches the 30% completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2005 in which the billing is made, plus any carryover amounts not previously paid in prior years.

f. Invoice the State for 30% of the cost of construction when the project reaches the 60% completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2005 in which the billing is made, plus any carryover amounts not previously paid in prior years.

g. Upon satisfactory completion of construction, approve and accept the project on behalf of the City, provide for the maintenance, at its own expense. Provide the State with a letter documenting the notice of the approval and acceptance of the project.

h. Invoice the State for 10% of the cost of construction when the project has been satisfactorily completed and accepted by the City. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2005 in which the billing is made, plus any carryover amounts not previously paid in prior years.

2. The State shall:

a. Withhold from WACOG Federal Funds and the Obligation Authority of Federal Funds in an amount of \$360,000.00 for widening the North end of the Bullhead Parkway from Locust Boulevard to SR 95, making the two-lane section into four lanes.

b. Within thirty-days (30) after receipt and approval of construction invoices at the thirty and sixty percent construction completion stages, advance the Town HURF funds in the amount of 30% at each invoiced stage for construction.

c. Within 30 days after receipt and approval of construction invoices, advance the City HURF Funds or the remaining 10% of \$324,000.00 for widening the North end of the Bullhead Parkway from Locust Boulevard to SR 95, making the two-lane section into four lanes.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon 30 days written notice to the other party. It is understood and agreed that in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost overruns and construction claims. The City shall require its contractors to name the State and ADOT as an additional insured in the contractor's policies. The City shall also require its contractors to name the State and ADOT as an additional indemnitee in the City's contracts with its contractors. It is understood and agreed that the State's participation is confined solely to advancing Highway User Revenue Funds; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Bullhead City
Attn: City Manager
1255 Marina Blvd
Bullhead City, Arizona
(928) 763-9400
(928) 763-4417 Fax


8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

CITY OF BULLHEAD CITY


By 
DIANE VICK
Mayor

STATE OF ARIZONA

Department of Transportation

By 
DALE BUSKIRK
Division Director

ATTEST:

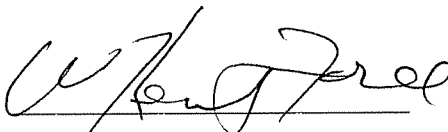
By 
DIANE HEILMANN
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF BULLHEAD CITY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2005.



City Attorney



MISSION STATEMENT

“IT IS THE GOAL OF THE CITY OF BULLHEAD CITY TO ENHANCE THE QUALITY OF LIFE AND PROMOTE A SENSE OF COMMUNITY TO RESIDENTS BY PROVIDING QUALITY PUBLIC SERVICES IN A RESPONSIBLE, EFFICIENT AND EFFECTIVE MANNER.”

ACTION AGENDA **REGULAR COUNCIL MEETING** **BULLHEAD CITY COUNCIL** **TUESDAY, DECEMBER 6, 2005**

5:30 P.M. – CITY COUNCIL CHAMBERS
1255 Marina Boulevard, Bullhead City, Arizona

NOTE: The Bullhead City Council received the staff reports and recommendations, plus supporting documentation from staff for all of the items on the agenda. This information was distributed one week prior to the meeting date. Individual City Council Members contact staff with any questions regarding agenda items. As a result of this preparation, items that appear to be routine will typically be handled very quickly, and discussion on disputed or questionable items can begin from a position of general understanding

CALL TO ORDER

INVOCATION: Pastor Alan Cates of Praise Chapel

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS AND PROCLAMATIONS

Presentation: Landscape Rebate Program by Janice Paul, Planning Official

1. **CALL TO THE PUBLIC.** We will now have an open call to the public for citizens wishing to address the council on issues within the jurisdiction of the city. Your comments must be limited to three (3) minutes or less, unless you are speaking on behalf of a group of citizens present, and then the time is five (5) minutes with a maximum of thirty (30) minutes allocated for call to the public. If you wish to address an item already on tonight's agenda, you should wait until that item is announced for a public hearing. At the conclusion of the open call to the public, individual members of the council may respond to criticism made by those who have addressed the council, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the council cannot discuss or take legal action on matters not already on the agenda.

AGENDA MODIFICATIONS: Any items to be withdrawn from, or moved to, the appropriate place on the agenda.

WAIVER MOTION: Motion to waive the reading in full of all ordinances and resolutions presented for adoption at this meeting.

MANAGER'S REPORT

MAYOR'S COMMENTS

COUNCIL MEMBERS' REPORTS ON CURRENT EVENTS

IN ACCORDANCE WITH MUNICIPAL CODE SECTION 2.04.200, THE CITY COUNCIL, BY A DULY PASSED MOTION, MAY ADJOURN TO EXECUTIVE SESSION TO DISCUSS CONFIDENTIAL MATTERS THAT MAY ARISE CONCERNING AN AGENDA ITEM PURSUANT TO A.R.S. SECTION 38-431.03(A)(1) PERSONNEL; (2) RECORDS EXEMPT BY LAW FROM PUBLIC INSPECTION; (3) CONSULTATION WITH LEGAL COUNSEL; (4) DISCUSSION WITH LEGAL COUNSEL REGARDING PENDING OR CONTEMPLATED LITIGATION; (5) NEGOTIATIONS WITH EMPLOYEE ORGANIZATIONS; (6) INTERNATIONAL AND INTERSTATE NEGOTIATIONS; (7) NEGOTIATIONS REGARDING PURCHASE OR LEASE OF REAL PROPERTY.

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

CONSENT AGENDA (Items 2 through 15): All items appearing on the consent agenda will be approved with one motion and without separate discussion unless a Council Member so requests.

2. Approve the minutes of the November 15, 2005 City Council meeting. (City Clerk Heilmann)

ACTION: APPROVED AS PRESENTED.

3. Approve a contract between the City of Bullhead City and Thomas G. Dallman, M.D. for professional medical services for city employees. (Interim City Manager Betts)

ACTION: APPROVED CONTRACT WITH THOMAS G. DALLMAN, M.D. AS PRESENTED.

4. Approve request for additional time to complete required improvements for The Vineyard at Sun Ridge Estates, Tract 5124, Unit 3, thereby establishing March 21, 2006 as the completion date.

ACTION: APPROVED ADDITIONAL TIME TO COMPLETE REQUIRED IMPROVEMENTS FOR THE VINEYARD AT SUN RIDGE ESTATES AS PRESENTED.

5. Approve the release of the property escrow agreement being held as financial assurance and accept a performance bond in the amount of \$25,000 as an alternate financial assurance, and approve the request for additional time to complete the required improvements for The Villages at Stonebridge, thereby establishing March 16, 2006 as the completion date. (CDD/Engineer Agrawal)

ACTION: APPROVED RELEASE OF PROPERTY ESCROW AGREEMENT AND ACCEPTED A PERFORMANCE BOND AS AN ALTERNATE FINANCIAL ASSURANCE; APPROVED ADDITIONAL TIME TO COMPLETE REQUIRED IMPROVEMENTS FOR THE VILLAGES AT STONEBRIDGE AS PRESENTED.

6. Approve a new financial assurance (property escrow agreement in the amount of \$1,739,459.54) and request for extension of time to complete the required improvements for Winterhaven Estates, Tract 4069 thereby establishing June 1, 2007 as the completion date. (CDD/Engineer Agrawal)

ACTION: APPROVED A PROPERTY ESCROW AGREEMENT IN THE AMOUNT OF \$1,739,549.54 AND EXTENSION OF TIME TO COMPLETE REQUIRED IMPROVEMENTS FOR WINTERHAVEN ESTATES AS PRESENTED.

7. Approve the dedication of a ten-foot public utility easement to Mohave Electric Cooperative, Inc. on a parcel of land described as Riviera Commercial Park, Tract 4034, Lot 9 in order to provide service to a new Family Dollar store. (CDD/Engineer Agrawal)

ACTION: APPROVED THE DEDICATION OF A TEN-FOOT P.U.E. TO MOHAVE ELECTRIC COOPERATIVE AS PRESENTED.

8. Approve a purchase order in the amount of \$25,000 for S & S Concrete for concrete needs for the City. (Public Works Director Lutz)

ACTION: APPROVED A PURCHASE ORDER IN THE AMOUNT OF \$25,000 AS PRESENTED.

9. Approve the dedication of additional right-of-way for North Oatman Road due to land split maps. (CDD/Engineer Agrawal)

ACTION: APPROVED THE DEDICATION OF ADDITIONAL RIGHT-OF-WAY FOR NORTH OATMAN ROAD AS PRESENTED.

10. Approve request to release the financial assurance for Talon Pointe at Desert Shores, Tract 5119 and accept required improvements into the City system for maintenance. (CDD/Engineer Agrawal)

ACTION: APPROVED RELEASE OF FINANCIAL ASSURANCE FOR TALON POINTE AT DESERT SHORES AND ACCEPTED THE CORRESPONDING IMPROVEMENTS INTO THE CITY SYSTEM FOR MAINTENANCE AS PRESENTED.

11. Approve request to release a portion of the property escrow agreement being held as financial assurance (\$873,478) and accept a new assurance in the amount of \$98,609 (cashier's check) for the balance of street improvements for Mira Monte at Fox Creek, Tract 5133. (CDD/Engineer Agrawal)

ACTION: APPROVED RELEASE OF A PORTION OF THE FINANCIAL ASSURANCE AND ACCEPTED AN ALTERNATE FORM OF FINANCIAL ASSURANCE FOR MIRA MONE AT FOX CREEK AS PRESENTED.

12. Approve the Landscape Installation and Maintenance Agreement between the City of Bullhead City and the Rancho Colorado Property Owners Association, Inc. and Rancho Colorado Development, LLC. The Association is accepting the responsibility for the installation and maintenance of certain landscaping along the publicly dedicated portions of Rancho Colorado Boulevard right-of-way. (CDD/Engineer Agrawal)

ACTION: APPROVED A LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT BETWEEN THE CITY AND RANCHO COLORADO PROPERTY OWNERS ASSOCIATION AS PRESENTED.

13. Accept the dedication of an additional ten feet of right-of-way for Havasupai Drive for roadway purposes due to a zoning map change. (CDD/Engineer Agrawal)

ACTION: ACCEPTED THE DEDICATION OF ADDITIONAL TEN FEET OF RIGHT-OF-WAY FOR HAVASUPAI DRIVE AS PRESENTED.

14. Accept the dedication of an additional 10 feet of right-of-way for Havasupai Drive and 22 feet of right-of-way for Black Mountain Road as a requirement of Land Spit Map Nos. 202 and 203. (CDD/Engineer Agrawal)

ACTION: ACCEPTED THE DEDICATION OF ADDITIONAL TEN FEET OF RIGHT-OF-WAY FOR HAVASUPAI DRIVE AND 22 FEET OF RIGHT-OF-WAY FOR BLACK MOUNTAIN ROAD AS PRESENTED.

15. Approve Amendment No. 4 to the contract for professional services between the City of Bullhead City and Albert Holler & Associates in the amount of \$90,000 annually for transaction privilege and use tax auditing services. (Finance Director Vera)

ACTION: APPROVED AMENDMENT NO. 4 TO THE CONTRACT BETWEEN THE CITY AND ALBERT HOLLER & ASSOCIATES AS PRESENTED.

PUBLIC HEARINGS ON ITEMS PULLED FROM CONSENT AGENDA

PROCEDURES FOR PUBLIC COMMENT ON PUBLIC HEARING ACTION ITEMS

Members of the public are invited to speak on public hearing action items. To give everyone an opportunity to speak, please observe the following etiquette: (1) State your name clearly and spell your last name for the record (2) You may address the Council one time on each public hearing action item for a maximum of five (5) minutes (3) Groups must designate one spokesperson to speak on behalf of the group.

PUBLIC HEARINGS ON BOARD/COMMISSION/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS ON LIQUOR LICENSE APPLICATIONS

None

PUBLIC HEARINGS ON ACTION ITEMS

16. **PUBLIC HEARING:** Discussion and possible action to accept the City-wide Projects List.
(Interim City Manager Betts)

ACTION: ACCEPTED THE CITY-WIDE PROJECTS LIST AS PRESENTED.

Building, Planning and Zoning Items

(See Consent Agenda)

Bid Awards, Contracts, Intergovernmental Agreement, and Purchases

17. **PUBLIC HEARING:** Discussion and possible action to approve an Intergovernmental Agreement between the City of Bullhead City and State of Arizona, Department of Transportation for the exchange of Highway User Revenue Funds for widening the north end of the Bullhead Parkway. (CDD/Engineer Agrawal)

ACTION: APPROVED AN I.G.A. BETWEEN THE CITY AND A.D.O.T. FOR EXCHANGE OF H.U.R.F. FUNDS FOR WIDENING THE NORTH END OF THE BULLHEAD PARKWAY.

Other Business

18. **PUBLIC HEARING:** Discussion and possible action regarding the annual Council retreat to be held in January 2006.

ACTION: VOTED TO HOLD THE ANNUAL COUNCIL RETREAT ON FEBRUARY 10, 2006 FROM 12 NOON TO 5:00 P.M. AND FEBRUARY 11, 2006 FROM 9:00 A.M. UNTIL FINISHED. COUNCIL TO SUBMIT NO MORE THAN THREE ITEMS EACH TO THE CITY CLERK BY JANUARY 16, 2006 FOR THE AGENDA.

19. **PUBLIC HEARING:** Discussion and possible action regarding the Clean Water Coalition's proposal to discharge effluent water directly into Lake Mead. (CDD/Engineer Agrawal)

ACTION: DIRECTED STAFF TO DRAFT A LETTER TO THE CLEAN WATER COALITION TO INCLUDE ALL THE ISSUES LISTED BY MOHAVE COUNTY AND COPY THE LETTER TO ALL ARIZONA LEGISLATORS AND NEVADA CONGRESSMAN JOHN PORTER.

20. **PUBLIC HEARING:** Discussion and possible action, if needed, to comply with the Arizona Open Meeting Law requirements following Executive Session.

A. Laughlin Ranch Development Agreement

NO ACTION TAKEN ON THIS ITEM

COUNCIL REQUESTED ITEMS

21. **PUBLIC HEARING:** Discussion and possible action regarding the request from Monica Gates, Mayor of the City of Kingman, for the City of Bullhead City to endorse a letter to be sent to Governor Janet Napolitano requesting that the Governor establish a task force to develop a statewide logistics industry strategy that will address the new transportation infrastructure demands upon the state of Arizona. (Mayor Diane Vick)

ACTION: APPROVED ENDORSEMENT OF MAYOR GATES' REQUEST OF GOVERNOR JANET NAPOLITANO TO ESTABLISH A TASK FORCE TO DEVELOP A STATEWIDE LOGISTICS INDUSTRY STRATEGY THAT WILL ADDRESS THE NEW TRANSPORTATION INFRASTRUCTURE DEMANDS UPON THE STATE OF ARIZONA.

22. **PUBLIC HEARING:** Discussion and possible action regarding a program called Baltimore Believe and the Target Program for a no tolerance stance for meth labs, drugs, gangs, etc. (Mayor Diane Vick/Council Member Anderson)

ACTION: COUNCIL'S CONSENSUS WAS TO BEGIN THE PROCESS OF IMPLEMENTING A COMMUNITY-BASED PROGRAM FOR BULLHEAD CITY TO HELP THE POLICE DEPARTMENT FIGHT DRUG ABUSE AND GANG VIOLENCE. DIRECTED STAFF TO SCHEDULE A COMMUNITY FORUM MEETING IN EARLY JANUARY, INVITE ALL STAKEHOLDERS, AND HIRE A FACILITATOR FOR THE PUBLIC FORUM. DIRECTION TO STAFF TO INCLUDE THIS ISSUE ON THE AGENDA FOR THE ANNUAL COUNCIL RETREAT IN FEBRUARY 2006.


ADJOURNMENT

Dated this 7th day of December 2005



Diane Heilmann, CMC
City Clerk

Pursuant to the Americans with Disabilities Act (ADA), the City of Bullhead City endeavors to ensure the accessibility of all its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Human Resources Department at (928) 763-9400 at least twenty-four (24) hours prior to the meeting so an accommodation may be arranged.

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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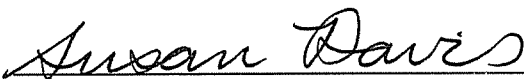
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-1176TRN (**JPA 05-120**), an Agreement between public agencies, i.e., The State of Arizona and The City of Bullhead City, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: December 19, 2005

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:939275
Attachment